

Paul D. Stevens (Cal. Bar. No. 207107)
pstevens@stevenslc.com
Lauren A. Bochurberg (Cal. Bar. No. 333629)
lbochurberg@stevenslc.com
STEVENS, LC
1855 Industrial Street, Suite 518
Los Angeles, California 90021
Tel: (213) 270-1211
Fax: (213) 270-1223
Attorneys for Plaintiff and the Proposed Sub-Classes

Additional Counsel info below:

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LEYTH DAUOD, individually, and
on behalf of all others similarly
situated,

Plaintiff,

v.

ZURU, LLC a California limited
liability corporation; and DOES 1
through 10, inclusive,

Defendant.

Case No. 2-24-cv-09737

STIPULATION AND PROPOSED
PROTECTIVE ORDER

1 Erik Swanholt, Bar No. 198042
2 **Foley & Lardner LLP**
3 555 South Flower Street, Suite 3300
4 Los Angeles, CA 90071-2418
5 Telephone: 213.972.4614
6 Facsimile: 213.486.0065
7 Email: eswanholt@foley.com

8 Micah Chavin, Bar No. 313634
9 **Foley & Lardner LLP**
10 555 California St, Suite 1700
11 San Francisco, CA 94104
12 Telephone: 415.434.4484
13 Facsimile: 415.434.4507
14 Email: micah.chavin@foley.com

15 Attorneys for Defendant, ZURU, LLC
16
17
18
19
20
21
22
23
24
25
26
27
28

1 1. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary or private information for which special protection from public
4 disclosure and from use for any purpose other than pursuing this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the
6 Court to enter the following Stipulated Protective Order. The parties
7 acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery and that the protection it affords from
9 public disclosure and use extends only to the limited information or items that
10 are entitled to confidential treatment under the applicable legal principles.

11 2. GOOD CAUSE STATEMENT

12 This action is likely to involve trade secrets, customer and pricing lists
13 and other valuable research, development, commercial, financial, technical
14 and/or proprietary information for which special protection from public
15 disclosure and from use for any purpose other than prosecution of this action is
16 warranted. Such confidential and proprietary materials and information
17 consist of, among other things, product formula for manufacturing the product
18 at issue, confidential business or financial information, information regarding
19 confidential business practices, or other confidential research, development, or
20 commercial information (including information implicating privacy rights of
21 third parties), information otherwise generally unavailable to the public, or
22 which may be privileged or otherwise protected from disclosure under state or
23 federal statutes, court rules, case decisions, or common law. Accordingly, to
24 expedite the flow of information, to facilitate the prompt resolution of disputes
25 over confidentiality of discovery materials, to adequately protect information
26 the parties are entitled to keep confidential, to ensure that the parties are
27 permitted reasonable necessary uses of such material in preparation for and in
28

1 the conduct of trial, to address their handling at the end of the litigation, and
2 serve the ends of justice, a protective order for such information is justified in
3 this matter. It is the intent of the parties that information will not be designated
4 as confidential for tactical reasons and that nothing be so designated without a
5 good faith belief that it has been maintained in a confidential, non-public
6 manner, and there is good cause why it should not be part of the public record
7 of this case.

8 3. ACKNOWLEDGMENT OF UNDER SEAL FILING
9 PROCEDURE

10 The parties further acknowledge, as set forth in Section 14.3, below, that
11 this Stipulated Protective Order does not entitle them to file confidential
12 information under seal; Local Civil Rule 79-5 sets forth the procedures that
13 must be followed and the standards that will be applied when a party seeks
14 permission from the court to file material under seal. There is a strong
15 presumption that the public has a right of access to judicial proceedings and
16 records in civil cases. In connection with non-dispositive motions, good cause
17 must be shown to support a filing under seal. See Kamakana v. City and
18 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen.
19 Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony
20 Electrics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
21 protective orders require good cause showing), and a specific showing of good
22 cause or compelling reasons with proper evidentiary support and legal
23 justification, must be made with respect to Protected Material that a party
24 seeks to file under seal. The parties' mere designation of Disclosure or
25 Discovery Material as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-
26 ATTORNEY'S EYES ONLY" does not— without the submission of
27 competent evidence by declaration, establishing that the material sought to be
28

1 filed under seal qualifies as confidential, privileged, or otherwise protectable—
2 constitute good cause.

3 Further, if a party requests sealing related to a dispositive motion or trial,
4 then compelling reasons, not only good cause, for the sealing must be shown,
5 and the relief sought shall be narrowly tailored to serve the specific interest to
6 be protected. See Pintos v. Pacific Creditors Ass’n, 605 F.3d 665, 677-79 (9th
7 Cir. 2010). For each item or type of information, document, or thing sought to
8 be filed or introduced under seal, the party seeking protection must articulate
9 compelling reasons, supported by specific facts and legal justification, for the
10 requested sealing order. Again, competent evidence supporting the application
11 to file documents under seal must be provided by declaration.

12 Any document that is not confidential, privileged, or otherwise
13 protectable in its entirety will not be filed under seal if the confidential portions
14 can be redacted. If documents can be redacted, then a redacted version for
15 public viewing, omitting only the confidential, privileged, or otherwise
16 protectable portions of the document, shall be filed. Any application that seeks
17 to file documents under seal in their entirety should include an explanation of
18 why redaction is not feasible.

19
20 4. DEFINITIONS

21 4.1 Action: this pending federal lawsuit.

22 4.2 Challenging Party: a Party or Non-Party that challenges the
23 designation of information or items under this Order.

24 4.3 “CONFIDENTIAL” Information or Items: information
25 (regardless of how it is generated, stored or maintained) or tangible things that
26 qualify for protection under Federal Rule of Civil Procedure 26(c), and as
27 specified above in the Good Cause Statement. Such information may consist
28 of, without limitation, (1) testimony given in this Action by any Party (as

1 defined below) or by any third party (whether oral, in writing, or via
2 videotape); (2) documents produced in this action by any party or by
3 any third party; (3) written discovery responses given by any Party; (4) any
4 documents or pleadings filed with the Court which attach, contain or disclose
5 any such “CONFIDENTIAL” Information; and (5) the information contained
6 within such documents, testimony or discovery responses so properly
7 designated.

8 4.4 “HIGHLY CONFIDENTIAL-ATTORNEY’S EYES ONLY”

9 Information or Items: that the Designating Party believes, in good faith,
10 contain information the disclosure of which is likely to cause substantial harm
11 to the competitive position of the Designating Party, contain information
12 subject to the right of privacy of any person, or contain information alleged to
13 be a trade secret.

14 4.5 Counsel: Outside Counsel of Record and House Counsel (as well
15 as their support staff).

16 4.6 Designating Party: a Party or Non-Party that designates
17 information or items that it produces in disclosures or in responses to discovery
18 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEY’S
19 EYES ONLY.”
20

21 4.7 Disclosure or Discovery Material: all items or information,
22 regardless of the medium or manner in which it is generated, stored, or
23 maintained (including, among other things, testimony, transcripts, and tangible
24 things), that are produced or generated in disclosures or responses to discovery.

25 4.8 Expert: a person with specialized knowledge or experience in a
26 matter pertinent to the litigation who has been retained by a Party or its
27 counsel to serve as an expert witness or as a consultant in this Action.

28 4.9 House Counsel: attorneys who are employees of a party to this

1 Action. House Counsel does not include Outside Counsel of Record or any
2 other outside counsel.

3 4.10 Non-Party: any natural person, partnership, corporation,
4 association or other legal entity not named as a Party to this action.

5 4.11 Outside Counsel of Record: attorneys who are not employees of a
6 party to this Action but are retained to represent a party to this Action and
7 have appeared in this Action on behalf of that party or are affiliated with a law
8 firm that has appeared on behalf of that party, and includes support staff.

9 4.12 Party: any party to this Action, including all of its officers,
10 directors, employees, consultants, retained experts, and Outside Counsel of
11 Record (and their support staffs).

12 4.13 Producing Party: a Party or Non-Party that produces Disclosure or
13 Discovery Material in this Action.

14 4.14 Professional Vendors: persons or entities that provide litigation
15 support services (e.g., photocopying, videotaping, translating, preparing
16 exhibits or demonstrations, and organizing, storing, or retrieving data in any
17 form or medium) and their employees and subcontractors.

18 4.15 Protected Material: any Disclosure or Discovery Material that is
19 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-
20 ATTORNEY’S EYES ONLY.”

21 4.16 Receiving Party: a Party that receives Disclosure or Discovery
22 Material from a Producing Party.
23
24
25
26
27
28

1 5. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of
8 the trial judge and other applicable authorities. This Order does not govern the
9 use of Protected Material at trial.

10 6. DURATION

11 Once a case proceeds to trial, information that was designated as
12 CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEY'S EYES
13 ONLY or maintained pursuant to this protective order used or introduced as
14 an exhibit at trial becomes public and will be presumptively available to all
15 members of the public, including the press, unless compelling reasons
16 supported by specific factual findings to proceed otherwise are made to the trial
17 judge in advance of the trial. See Kamakana, 447 F.3d at 1180-81
18 (distinguishing "good cause" showing for sealing documents produced in
19 discovery from "compelling reasons" standard when merits-related documents
20 are part of court record). Accordingly, the terms of this protective order do not
21 extend beyond the commencement of the trial.

22 7. DESIGNATING PROTECTED MATERIAL

23 7.1 Exercise of Restraint and Care in Designating Material for
24 Protection. Each Party or Non-Party that designates information
25 or items for protection under this Order must take care to limit any such
26 designation to specific material that qualifies under the appropriate standards.
27 The Designating Party must designate for protection only those parts of
28

1 material, documents, items or oral or written communications that qualify so
2 that other portions of the material, documents, items or communications for
3 which protection is not warranted are not swept unjustifiably within the ambit
4 of this Order.

5 Mass, indiscriminate or routinized designations are prohibited.
6 Designations that are shown to be clearly unjustified or that have been made
7 for an improper purpose (e.g., to unnecessarily encumber the case development
8 process or to impose unnecessary expenses and burdens on other parties) may
9 expose the Designating Party to sanctions.

10 If it comes to a Designating Party's attention that information or items
11 that it designated for protection do not qualify for protection, that Designating
12 Party must promptly notify all other Parties that it is withdrawing the
13 inapplicable designation.

14 7.2 Manner and Timing of Designations. Except as otherwise
15 provided in this Order, or as otherwise stipulated or ordered, Disclosure of
16 Discovery Material that qualifies for protection under this Order must be
17 clearly so designated before the material is disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic
20 documents, but excluding transcripts of depositions or other pretrial or trial
21 proceedings), that the Producing Party affix at a minimum, the legend
22 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEY'S EYES
23 ONLY" to each page that contains protected material. If only a portion of the
24 material on a page qualifies for protection, the Producing Party also must
25 clearly identify the protected portion(s) (e.g., by making appropriate markings
26 in the margins).

27 A Party or Non-Party that makes original documents available for
28

1 inspection need not designate them for protection until after the inspecting
2 Party has indicated which documents it would like copied and produced.
3 During the inspection and before the designation, all of the material made
4 available for inspection shall be deemed “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL-ATTORNEY’S EYES ONLY.” After the inspecting Party
6 has identified the documents it wants copied and produced, the Producing
7 Party must determine which documents, or portions thereof, qualify for
8 protection under this Order. Then, before producing the specified documents,
9 the Producing Party must affix the “CONFIDENTIAL” or “HIGHLY
10 CONFIDENTIAL-ATTORNEY’S EYES ONLY” legend to each page that
11 contains Protected Material. If only a portion of the material on a page
12 qualifies for protection, the Producing Party also must clearly identify the
13 protected portion(s) (e.g., by making appropriate markings in the margins).

14
15 (b) for testimony given in depositions that the Designating Party
16 identifies the Disclosure or Discovery Material on the record, before the close
17 of the deposition all protected testimony.

18 (c) for information produced in some form other than
19 documentary and for any other tangible items, that the Producing Party affix
20 in a prominent place on the exterior of the container or containers in which the
21 information is stored the legend “CONFIDENTIAL” or “HIGHLY
22 CONFIDENTIAL-ATTORNEY’S EYES ONLY.” If only a portion or
23 portions of the information warrants protection, the Producing Party, to the
24 extent practicable, shall identify the protected portion(s).

25 7.3 Inadvertent Failures to Designate. If timely corrected, an
26 inadvertent failure to designate qualified information or items does not,
27 standing alone, waive the Designating Party’s right to secure protection under
28 this Order for such material. Upon timely correction of a designation, the

1 Receiving Party must make reasonable efforts to assure that the material is
2 treated in accordance with the provisions of this Order.

3 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with any
6 Scheduling Order issued by the Court.

7 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
8 resolution process under Local Rule 37-1 et seq.

9 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
10 joint stipulation pursuant to Local Rule 37-2.

11 8.4 The burden of persuasion in any such challenge proceeding shall be
12 on the Designating Party. Frivolous challenges, and those made for an
13 improper purpose (e.g., to harass or impose unnecessary expenses and burdens
14 on other parties) may expose the Challenging Party to sanctions. Unless the
15 Designating Party has waived or withdrawn the confidentiality designation, all
16 parties shall continue to afford the material in question the level of protection
17 to which it is entitled under the Producing Party's designation until the Court
18 rules on the challenge.
19

20 9. ACCESS TO AND USE OF PROTECTED MATERIAL

21 9.1 Basic Principles. A Receiving Party may use Protected Material that
22 is disclosed or produced by another Party or by a Non-Party in connection
23 with this Action only for prosecuting, defending or attempting to settle this
24 Action. Such Protected Material may be disclosed only to the categories of
25 persons and under the conditions described in this Order. When the Action has
26 been terminated, a Receiving Party must comply with the provisions of section
27 15 below (FINAL DISPOSITION).
28

1 Protected Material must be stored and maintained by a Receiving Party
2 at a location and in a secure manner that ensures that access is limited to the
3 persons authorized under this Order.

4 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating
6 Party, a Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this
9 Action, as well as employees of said Outside Counsel of Record to whom it is
10 reasonably necessary to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House
12 Counsel) of the Receiving Party to whom disclosure is reasonably necessary
13 for this Action;

14 (c) Experts (as defined in this Order) of the Receiving Party to
15 whom disclosure is reasonably necessary for this Action and who have signed
16 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19 (f) professional jury or trial consultants, mock jurors, and
20 Professional Vendors to whom disclosure is reasonably necessary for this
21 Action and who have signed the “Acknowledgment and Agreement to Be
22 Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the
24 information or a custodian or other person who otherwise possessed or knew
25 the information;

26 (h) during their depositions, witnesses, and attorneys for witnesses,
27 in the Action to whom disclosure is reasonably necessary provided they will
28

1 not be permitted to keep any confidential information unless they sign the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
3 agreed by the Designating Party or ordered by the court. Pages of transcribed
4 deposition testimony or exhibits to depositions that reveal Protected Material
5 may be separately bound by the court reporter and may not be disclosed to
6 anyone except as permitted under this Stipulated Protective Order; and

7 (i) any mediators or settlement officers and their supporting
8 personnel, mutually agreed upon by any of the parties engaged in settlement
9 discussions.

10 9.3 Disclosure of “HIGHLY CONFIDENTIAL-ATTORNEY’S
11 EYES ONLY” Information or Items. Unless otherwise ordered by the court
12 or permitted in writing by the Designating Party, a Receiving Party may
13 disclose Protected Material designated “HIGHLY CONFIDENTIAL-
14 ATTORNEY’S EYES ONLY” only to the following persons:

15 (a) the Receiving Party’s Outside Counsel in this action and House
16 Counsel;

17 (b) Experts (as defined in this Order) of the Receiving Party to
18 whom disclosure is reasonably necessary for this Action and who have signed
19 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
20

21 (c) the court and its personnel;

22 (d) court reporters and videographers and their staff;

23 (e) professional jury or trial consultants, mock jurors, and
24 Professional Vendors to whom disclosure is reasonably necessary for this
25 Action and who have signed the “Acknowledgment and Agreement to Be
26 Bound” (Exhibit A);
27
28

1 (f) the author or recipient of a document containing the
2 information or a custodian or other person who otherwise possessed or knew
3 the information; and

4 (g) any mediator or settlement officer, and their supporting
5 personnel, mutually agreed upon by any of the parties engaged in settlement
6 discussions.

7 10. PROTECTED MATERIAL SUBPOENAED OR
8 ORDERED PRODUCED IN OTHER LITIGATION
9

10 If a Party is served with a subpoena or a court order issued in other
11 litigation that compels disclosure of any information or items designated as
12 Protected Material, that Party must:

13 (a) promptly notify in writing the Designating Party. Such
14 notification shall include a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena
16 or order to issue in the other litigation that some or all of the material covered
17 by the subpoena or order is subject to this Protective Order. Such notification
18 shall include a copy of this Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be
20 pursued by the Designating Party whose Protected Material may be affected. If
21 the Designating Party timely seeks a protective order, the Party served with the
22 subpoena or court order shall not produce any Protected Material before a
23 determination by the court from which the subpoena or order issued, unless
24 the Party has obtained the Designating Party's permission. The Designating
25 Party shall bear the burden and expense of seeking protection in that court of
26 its confidential material and nothing in these provisions should be construed as
27
28

1 authorizing or encouraging a Receiving Party in this Action to disobey a
2 lawful directive from another court.

3
4 11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO
5 BE PRODUCED IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced
7 by a Non-Party in this Action and designated as "CONFIDENTIAL" or
8 "HIGHLY CONFIDENTIAL-ATTORNEY'S EYES ONLY." Such
9 information produced by Non-Parties in connection with this litigation is
10 protected by the remedies and relief provided by this Order. Nothing in these
11 provisions should be construed as prohibiting a Non-Party from seeking
12 additional protections.

13 (b) In the event that a Party is required, by a valid discovery
14 request, to produce a Non-Party's confidential information in its possession,
15 and the Party is subject to an agreement with the Non-Party not to produce the
16 Non-Party's confidential information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-
18 Party that some or all of the information requested is subject to a
19 confidentiality agreement with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated
21 Protective Order in this Action, the relevant discovery request(s), and a
22 reasonably specific description of the information requested; and

23 (3) make the information requested available for inspection by the
24 Non-Party, if requested.

25 (c) If the Non-Party fails to seek a protective order from this court
26 within 14 days of receiving the notice and accompanying information, the
27 Receiving Party may produce the Non-Party's confidential information
28

1 responsive to the discovery request. If the Non-Party timely seeks a protective
2 order, the Receiving Party shall not produce any information in its possession
3 or control that is subject to the confidentiality agreement with the Non-Party
4 before a determination by the court. Absent a court order to the contrary, the
5 Non-Party shall bear the burden and expense of seeking protection in this court
6 of its Protected Material.

7 12. UNAUTHORIZED DISCLOSURE OF PROTECTED
8 MATERIAL

9 If a Receiving Party learns that, by inadvertence or otherwise, it has
10 disclosed Protected Material to any person or in any circumstance not
11 authorized under this Stipulated Protective Order, the Receiving Party must
12 immediately (a) notify in writing the Designating Party of the unauthorized
13 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
14 Protected Material, (c) inform the person or persons to whom unauthorized
15 disclosures were made of all the terms of this Order, and (d) request such
16 person or persons to execute the “Acknowledgment an Agreement to Be
17 Bound” attached hereto as Exhibit A.
18

19 13. INADVERTENT PRODUCTION OF PRIVILEGED OR
20 OTHERWISE PROTECTED MATERIAL

21 When a Producing Party gives notice to Receiving Parties that certain
22 inadvertently produced material is subject to a claim of privilege or other
23 protection, the obligations of the Receiving Parties are those set forth in
24 Federal Rule of Civil\ Procedure 26(b)(5)(B). This provision is not intended to
25 modify whatever procedure may be established in an e-discovery order that
26 provides for production without prior privilege review. Pursuant to Federal
27 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on
28 the effect of disclosure of a communication or information covered by the

1 attorney-client privilege or work product protection, the parties may
2 incorporate their agreement in the stipulated protective order submitted to the
3 court.

4 14. MISCELLANEOUS

5 14.1 Right to Further Relief. Nothing in this Order abridges the right of
6 any person to seek its modification by the Court in the future.

7 14.2 Right to Assert Other Objections. By stipulating to the entry of this
8 Protective Order, no Party waives any right it otherwise would have to object
9 to disclosing or producing any information or item on any ground not
10 addressed in this Stipulated Protective Order. Similarly, no Party waives any
11 right to object on any ground to use in evidence of any of the material covered
12 by this Protective Order.

13 14.3 Filing Protected Material. A Party that seeks to file under seal any
14 Protected Material must comply with Local Civil Rule 79-5. Protected
15 Material may only be filed under seal pursuant to a court order authorizing the
16 sealing of the specific Protected Material. If a Party's request to file Protected
17 Material under seal is denied by the court, then the Receiving Party may file
18 the information in the public record unless otherwise instructed by the court.

19 15. FINAL DISPOSITION

20 After the final disposition of this Action, as defined in paragraph 6,
21 within 60 days of a written request by the Designating Party, each Receiving
22 Party must return all Protected Material to the Producing Party or destroy such
23 material. As used in this subdivision, "all Protected Material" includes all
24 copies, abstracts, compilations, summaries, and any other format reproducing
25 or capturing any of the Protected Material. Whether the Protected Material is
26 returned or destroyed, the Receiving Party must submit a written certification
27 to the Producing Party (and, if not the same person or entity, to the
28

1 Designating Party) by the 60-day deadline that (1) identifies (by category,
2 where appropriate) all the Protected Material that was returned or destroyed
3 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
4 compilations, summaries or any other format reproducing or capturing any of
5 the Protected Material. Notwithstanding this provision, Counsel are entitled to
6 retain an archival copy of all pleadings, motion papers, trial, deposition, and
7 hearing transcripts, legal memoranda, correspondence, deposition and trial
8 exhibits, expert reports, attorney work product, and consultant and expert
9 work product, even if such materials contain Protected Material. Any such
10 archival copies that contain or constitute Protected Material remain subject to
11 this Protective Order as set forth in Section 6 (DURATION).
12

13 ///
14

15
16
17 ///
18

19
20
21 ///
22

23
24
25
26 ///
27
28

16. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: 2/3/25 //S// Paul Stevens
Attorneys for Plaintiff

DATED: 2/3/25 //S// Micah Chavin
Attorneys for Defendant

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 2/4/2025

Rozella A. Oliver
The Honorable Rozella A. Oliver
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of

[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Leyth Dauod v. Zuru, LLC*, Case No. 2:24-cv-09737 (C.D. Cal.). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____